



Transcript of **Courtney Ajinca**

Wednesday, July 8, 2020

Nicholas McElroy v. Courtney Ajinca Events LLC

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Reference Number: 92992

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF GEORGIA
3 ATLANTA DIVISION

4 NICHOLAS McELROY, an individual,)
5 and BRYAN FLORES, an individual,)
6 Plaintiffs,)

7 vs.)

8 COURTNEY AJINCA EVENTS, LLC,)
9 a North Carolina limited)
10 liability company, and COURTNEY)
11 AJINCA, an individual,)

Defendants.)
_____)

) CIVIL ACTION FILE
) 1:19-cv-05094-SDG

12
13 The deposition of COURTNEY AJINCA, taken
14 on behalf of the Plaintiffs, pursuant to the
15 stipulations set forth herein, before Carla J.
16 Hopson, RPR, Certified Shorthand Reporter, at
17 3017 Bolling Way, NE, Atlanta, Georgia, on the
18 8th day of July, 2020, commencing at 9:21 a.m.
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* * * * *

2

THEREUPON,

3

COURTNEY AJINCA,

4

having been first duly sworn, was examined and

5

testified upon her oath as follows:

6

CROSS EXAMINATION

7

Q (By Ms. Sperry) Could you please state

8

your full name for the record.

9

A Courtney Michelle Ajinca.

10

Q And are you aware you're being deposed

11

today in the case involving McElroy and Flores

12

versus you and your company?

13

A Yes.

14

Q Have you ever been deposed before?

15

A No.

16

Q And I just want to go over a couple of

17

ground rules. You understand you're testifying

18

under oath today; correct?

19

A Yes.

20

Q Okay. So that means that you'd be

21

subjected to potential criminal charges if you were

22

giving me false or misleading testimony. Do you

23

understand that?

24

A Yes.

25

Q So the court reporter is transcribing

1 and writing down everything we're saying, so it's
2 important that we wait for each other to finish
3 speaking and try not to talk over each other. Do
4 you understand that?

5 A Uh-hmm.

6 Q Great. Again, this is an oral
7 transcription, so head nods are not sufficient. I
8 just need you to give verbal answers for the court
9 reporter.

10 A Okay.

11 Q Is there any reason you would not be
12 able to give truthful testimony today such as being
13 under the influence of any drugs or alcohol?

14 A No.

15 Q If you need me to repeat a question,
16 please feel free to ask me to rephrase it if you
17 don't understand.

18 A Okay.

19 Q And if you need a break, please feel
20 free to ask your counsel or me if you need a break.
21 I just ask if you do, if you wait till I finish my
22 question and not ask in the middle of a question.

23 A Uh-hmm.

24 Q Okay. I'm just going to start with some
25 background questions. What is your date of birth?

1 A The date of birth of me or the date of
2 birth of Courtney Ajinca Events?

3 Q Of you. When were you born?

4 A 11/12/88.

5 Q Okay. And what is your personal current
6 address?

7 A My personal address is 1801 Funny Cide
8 Drive, Waxhaw, North Carolina 2173 [sic].

9 Q Okay.

10 A 28173.

11 Q And what about CAE -- during the
12 deposition I'm going to refer to your company as CAE
13 at times.

14 A Okay.

15 Q Is that fair?

16 A That's fine.

17 Q Where is CAE's office located?

18 A CAE's offices are located at 135 Cupped
19 Oak Drive in Stallings, North Carolina.

20 Q How long have you lived in North
21 Carolina personally?

22 A Courtney Ajinca Events?

23 Q Personally.

24 A Okay. I have lived in North Carolina --
25 I'm from North Caroline. I've been there my whole

1 life. However, you know, we have taken time to live
2 elsewhere and travel in different countries and
3 throughout the United States.

4 Q Have you personally ever been arrested
5 for a crime?

6 A Yes.

7 Q Okay. What was the arrest crime for?

8 A It was a matter between my husband and
9 I.

10 Q Okay. And were you convicted of a
11 crime?

12 A No, it was dismissed.

13 Q Other than in that issue with your
14 husband, has there been any other arrests?

15 A No.

16 Q Okay. Have you ever been involved in
17 any other lawsuits?

18 A No.

19 Q And how did you prepare for the
20 deposition today?

21 A By reviewing the truthful events that
22 happened and practicing with my attorney, Jeffrey
23 Barnes.

24 Q And did you bring any documents with you
25 today?

1 A The documents that I have are the
2 documents that I was served and -- I don't know.
3 What are those called?

4 Q But did you bring any of those with you
5 today?

6 A Yes, I have them.

7 Q Okay.

8 MS. SPERRY: I may want to take a look
9 at anything she brought today. Can you bring
10 those out?

11 Thank you.

12 Q (By Ms. Sperry) Have you spoken with
13 anyone other than your counsel about this case?

14 A Outside of my husband and the other
15 defendant, no.

16 Q Okay. Who's the other defendant that
17 you spoke to?

18 A The defendant that's listed as Ms.
19 Berry.

20 Q In the original complaint is what you're
21 saying.

22 A Absolutely.

23 Q Got it. Okay. And may I call you --
24 how do you pronounce your last name?

25 A Ajinca.

1 Q Ajinca.

2 A Uh-hmm.

3 Q Ms. Ajinca, what is your highest level
4 of education?

5 A Partial college.

6 Q And where did you go to college?

7 A UNCG and Wingate.

8 Q What was the second one? I'm sorry.

9 A Wingate University.

10 Q Where is that located?

11 A In Wingate, North Carolina.

12 Q Okay. And how much did you complete of
13 that degree?

14 A Junior.

15 Q Junior level?

16 A Uh-hmm.

17 Q And what was the major you had at the
18 time?

19 A Biology, pre-med. Biology pretty much.

20 Q Okay. And why did you not complete it?

21 A Personal family matters at the time.

22 Q Okay. Where are you currently
23 personally employed?

24 A I'm self-employed through Courtney
25 Ajinca Events.

1 Q And when -- how long have you worked for
2 CAE?

3 A CAE has been in existence for two years
4 before we changed the name, but previously it
5 was Glitz & Glam Social, and that was in existence
6 since 2015.

7 Q And did you form Glitz & Glam in 2015?

8 A Yes, Courtney Ajinca formed it, yes.

9 Q Okay. Did anyone else -- did you
10 personally have any partners that formed Glitz &
11 Glam?

12 A No.

13 Q Okay. And why did you decide to change
14 the name two years later?

15 A I changed the name to Courtney Ajinca
16 Events in order to brand myself and the company.

17 Q Okay. What is your current title at
18 CAE?

19 A Owner, managing partner, CEO. I do
20 everything.

21 Q Okay. What does CAE do?

22 A Courtney Ajinca Events is a luxury event
23 design firm. We cater to primarily celebrity
24 clients.

25 Q What type of events do you specialize

1 in?

2 A I -- Courtney Ajinca Events specializes
3 in every type of events that you can think of.
4 Social, product launches, brands, weddings.

5 Q Do you have any current partners at CAE?

6 A That are no other partners at CAE.

7 Q How many employees does CAE have?

8 A I am the main employee and then I have
9 other 1099 employees that -- they're not W-2.

10 Q How many 1099 employees does CAE have?

11 A CAE probably has 20 to 30 independent
12 contractors.

13 Q Okay. And does CAE have any other
14 full-time employees besides yourself?

15 A No.

16 Q How do you know Danika -- excuse me --
17 Danika Berry?

18 A Danika and I -- Danika and Courtney
19 Ajinca have a personal friendship, and Danika Berry
20 has a business relationship with CAE. She's the
21 publicist for CAE.

22 Q How long have you had a personal
23 relationship personally with Danika?

24 A The personal relationship began probably
25 a year into the business relationship. The business

1 relationship happened -- it started in maybe January
2 of 2018.

3 Q And so a year before January of 2018?

4 A A year after.

5 Q So in January of 2018 you personally
6 developed a relationship with Danika?

7 A Absolutely.

8 Q Okay. A year after that you developed a
9 business relationship?

10 A In 2018 we began the business
11 relationship and Danika --

12 Q I see.

13 A -- Danika Berry Public Relations. And
14 around 2019 Courtney Ajinca and Danika Berry began
15 forming a personal relationship.

16 Q How did you personally first meet
17 Danika?

18 A Danika was introduced to Courtney Ajinca
19 Events through a mutual -- a mutual business
20 partner. Not a business partner but a mutual
21 business associate.

22 Q And when CAE developed a business
23 relationship with Danika Berry, what was that
24 relationship? What did that relationship entail?

25 A CAE formed the relationship with Danika

1 Berry Public Relations, not Danika Berry personally.
2 And that business relationship entailed full public
3 relations for CAE for submissions to magazines. She
4 handled CAE's public appearances on television as
5 well as introducing to clients, potential clients.

6 Q Is Danika Berry's -- is it Danika Berry
7 Agency? Is that the formal name of her company?

8 A Danika Berry Public Relations.

9 Q Is Danika Berry Public Relations still
10 doing public relations services for CAE?

11 A Yes, she is.

12 Q And are you still personally friends
13 with or have a personal relationship -- do you still
14 have a personal relationship with --

15 The lights just went off.

16 A Yes.

17 Q Sorry about that.

18 A Courtney Ajinca does still have a
19 personal relationship with Danika Berry.

20 Q Thank you. Sometimes -- let me pause
21 for a second.

22 (Off record.)

23 Q (By Ms. Sperry) Does Ms. Berry attend
24 all the events that CAE plans and hosts for clients?

25 A Danika Berry does not attend all of the

1 Courtney Ajinca events.

2 Q Does Danika Berry PR do publicity for
3 all of your -- for all of CAE's events?

4 A Danika Berry Public Relations does --
5 does public relations for the majority of my events,
6 unless it is specifically requested by a client to
7 not have relations, public -- those publicity for a
8 Courtney Ajinca event.

9 Q And do you have a contract between CAE
10 and Danika Berry Public Relations?

11 A Yes, there is a contract.

12 Q Can you tell me what the contract
13 entails?

14 A The contract between Danika Berry Public
15 Relations and Courtney Ajinca Events entails that
16 she would provide full publicity and public relation
17 services for Courtney Ajinca events, garnering
18 public press, garnering national press,
19 and making introductions between clients.

20 Q Does CAE enter into a separate contract
21 with the Danika Berry Public Relations firm before
22 every event?

23 A No, the contract between Danika Berry
24 Public Relations and Courtney Ajinca Events is the
25 same. It has not changed.

1 Q When you say it's the same, it has not
2 changed, so it's a -- it's not event specific; is
3 that right?

4 A I retain -- Courtney Ajinca Events
5 retains Danika Berry monthly for public relation
6 services.

7 Q So it's a monthly basis.

8 Okay. I want to ask you about Frost
9 Bistro. What is Frost Bistro?

10 A Frost Bistro is a company that is owned
11 by a client of CAE, Rasheeda and Kirk Frost.

12 Q And how did CAE first meet those
13 clients?

14 A CAE first met Rasheeda and Kirk through
15 Danika Berry Public Relations who was their PR at
16 the time. And Danika Berry Public Relations
17 introduced CAE to Rasheeda and Kirk to plan
18 Rasheeda's Pressed grand opening in Houston.

19 Q When was the grand opening of Frost
20 Bistro?

21 A Of Frost Bistro? The grand opening of
22 Frost Bistro, I believe, was in June of 2019.

23 Q And was CAE hired by Frost Bistro for
24 that grand opening?

25 A CAE was hired by Frost Bistro.

1 Q Can you tell me about what they were --
2 CAE was hired to do?

3 A CAE was hired to plan, design, and
4 execute the grand opening for Frost Bistro that was
5 featured on Love & Hip Hop.

6 Q What is Love & Hip Hop?

7 A Love & Hip Hop is a reality TV show.

8 Q And where is Frost Bistro located?

9 A I'm not really familiar with Atlanta,
10 but it is -- it is located in Atlanta.

11 Q It's in Atlanta?

12 A Uh-hmm.

13 Q How did you first meet -- excuse me.
14 How did CAE first meet Mr. Nick McElroy?

15 A CAE was referred to McElroy. CAE
16 searched on Instagram for a photographer. CAE
17 called another photographer that I found, and that
18 photographer was unavailable and referred CAE to
19 Nick.

20 Q Do you recall the first photographer
21 that was unavailable?

22 A I do not remember the first -- Courtney
23 Ajinca Events does not remember the first
24 photographer's name. I'm sorry.

25 Q So once you decided -- excuse me. Once

1 CAE decided to hire Mr. McElroy, how did you contact
2 him? How was he contacted?

3 A CAE was either given his phone number by
4 that photographer or that photographer gave the
5 phone number to Nicholas.

6 Q And once CAE had the phone number, who
7 at CAE called Mr. McElroy? Was it yourself?

8 A Once I either received the phone number
9 or he received my phone number, one of us contacted
10 the other. Either Courtney Ajinca contacted
11 Nicholas or he contacted Courtney Ajinca.

12 Q Okay. Do you remember when that phone
13 conversation occurred?

14 A That phone conversation -- it was
15 actually a last-minute booking, and that phone
16 conversation happened probably -- I don't remember
17 the exact date of the event, but that -- he was
18 booked maybe three hours before the event.

19 Q Okay. And you were the one that had
20 conversations with Mr. McElroy on behalf of CAE; is
21 that right?

22 A Absolutely.

23 Q And do you recall -- what was discussed
24 during the conversation?

25 A During the conversation with Nicholas it

1 was discussed that he would come to Frost Bistro to
2 take photos of the guests, of the decor, of the --
3 the cast of Love & Hip Hop. It was also discussed
4 that these picture would be distributed, that we
5 would need them -- that CAE and Danika Berry Public
6 Relations would need them the night of the event so
7 that they could be distributed and pushed out to the
8 different publications.

9 He was excited and agreed. He
10 discussed -- Nicholas discussed his rates with CAE.
11 They were agreed upon. It was discussed that CAE
12 would pay at the end of the event.

13 Nicholas arrived to the event and was
14 excited and ready to take photos.

15 Q During the conversation you mentioned
16 that you discussed what publications pictures would
17 be used with. Did you specifically tell him what
18 those publications were?

19 A During the conversation we told him -- I
20 told -- Courtney Ajinca Events told Nicholas that
21 they would be distributed to publications. There
22 were no exact ones, but he -- Nicholas McElroy
23 was notified that they would be distributed to -- to
24 different magazines.

25 Q During that conversation did you ask for

1 his permission to use those photos and distribute to
2 publications?

3 A His permission was not directly asked
4 for, but it was implied through his agreeance and
5 through sending the photos that he would agree. He
6 was also sent -- he was also told that night that he
7 would be sent the links from those publications, and
8 the links from those publications were sent to him
9 and he was very excited.

10 He said that he was so grateful to work
11 with CAE and, you know, he had such a great
12 experience and he had -- you know, was excited to be
13 in those publications.

14 Q I want to focus a little bit more on the
15 phone conversation, then I have a couple of followup
16 questions. Just so I'm clear, you did not ask for
17 permission to send those photographs to publications
18 during that phone conversation; is that correct?

19 A We -- CAE told Nicholas McElroy that
20 they would be -- that they would be distributed to
21 the publications, and Nicholas McElroy did not
22 object.

23 Q Did he say anything in response to the
24 statement that they would be used for publications?

25 A "Oh, that's super cool," like --

1 Q He said super cool?

2 A I don't want to be quoted that he said
3 "super cool," but that's how Nicholas talks, yes.

4 Q Okay. Did you ever discuss during that
5 phone conversation whether CAE would be granted a
6 license to use the photographs?

7 A There was no discussion for a licensing
8 during that conversation.

9 Q Okay. You mentioned that the links were
10 sent to Mr. McElroy. Were those links sent the
11 evening of the event --

12 A Yes, they were.

13 Q -- to him? Did you personally send him
14 the links?

15 A Yes, I believe I sent him the first link
16 that was made available.

17 Q How did you send the links to him?

18 A Via text.

19 Q To date we haven't received those texts
20 as part of your document production. Do you still
21 have these texts?

22 A I personally do not have those texts.
23 But if you subpoena Nicholas for those texts, you
24 will be able to see them because they were sent.

25 Q Okay. But to date you don't have a copy

1 of the texts as we sit here today?

2 A My phone was -- was broken soon after
3 Cynthia's event.

4 Q So just so I'm clear, as we sit here
5 today you don't have any copies of the texts; is
6 that correct?

7 A I do not.

8 Q I'm sorry. Just bear with us as we have
9 the lighting issue.

10 Okay. Which publications were the
11 photographs sent to from the Frost shoot?

12 A That's -- I'm sorry. That's not the job
13 of Courtney Ajinca Events. That's the job of Danika
14 Berry Publications, so I'm unsure which publications
15 they were actually sent to.

16 Q Okay. But didn't you send him the links
17 containing those published photographs?

18 A I probably sent him one link, and I
19 believe it was from Star.

20 Q So --

21 A But I do not remember exactly which
22 publication I sent him that evening.

23 Q So today you're saying you probably sent
24 him a link. Are you certain that you sent him a
25 link to the publication?

1 A I am certain that I sent him a link to a
2 publication. Which publication he received, I am
3 not sure. But I am almost certain that it was Star
4 because that was the first one that was published.

5 Q Okay. So your testimony is that you did
6 send him a link to Star Magazine the day of the
7 event; correct?

8 A My testimony is that he received a link
9 to a magazine. Star Magazine was the first
10 publication that published the article. And I
11 believe that's the link that I sent him. Because I
12 don't remember and because I was blindsided by this,
13 I do not have proper documentation that that was the
14 exact link.

15 But if you get Nicholas's phone and he
16 has not deleted anything, you will see that that was
17 the publication that he was sent or that he was sent
18 a publication.

19 Q I understand. But I need to have your
20 full testimony.

21 A That is my -- that is my testimony.

22 Q I understand. But you said you believe.
23 So can you tell me with certainty --

24 A I sent him --

25 Q Let me finish the question.

1 A Okay.

2 Q Can you tell me with certainty as you
3 sit here today testifying under oath that you sent
4 Mr. McElroy a link to the Star Magazine publication
5 of his photograph?

6 A I sent Nicholas McElroy a link to a
7 publication. Which publication he was sent to, I am
8 not sure. However, the Star Magazine was the first
9 publication that was posted, if I remember
10 correctly.

11 Q Okay. So you cannot be certain that it
12 was the Star Magazine publication that you sent him
13 the day of the event; is that correct?

14 A I sent -- I sent Nicholas McElroy a link
15 to a publication.

16 Q I need -- I need you to answer my
17 question, please. You cannot as you sit here today
18 tell me for certain which magazine publication you
19 sent a link to Mr. McElroy on the day of the Frost
20 shoot; is that correct?

21 A I think you should subpoena his text
22 messages.

23 Q I need you to answer the question.

24 A I have answered the question on multiple
25 occasions. Jeff?

1 Q Actually, you haven't. As you sit here
2 today, you cannot testify with certainty that you
3 sent --

4 THE WITNESS: Jeff, haven't I answered
5 this question multiple times?

6 MS. SPERRY: Please let me finish.

7 THE WITNESS: Because I'm answering it
8 to the best of my ability at this time.

9 MR. BARNES: Right. Right. So let --
10 let's break this down. Maybe ask the question
11 in the simplest way --

12 MS. SPERRY: Sure.

13 MR. BARNES: -- instead of like "you
14 cannot do this." It's "can you say for sure."

15 MS. SPERRY: Sure. I'm happy to --

16 MR. BARNES: I don't want to ask your
17 question for you.

18 MS. SPERRY: Thank you. No, I'm happy
19 to.

20 MR. BARNES: But I think it's --

21 "Are you sure that ..." and then, you
22 know, if you're sure, then you say "yes." If
23 you're not sure, you say "no." Fair enough?

24 THE WITNESS: That's fair.

25 MR. BARNES: I just -- I think that's

1 where the noise is here, so --

2 MS. SPERRY: Sure. Thanks. I
3 appreciate it.

4 Q (By Ms. Sperry) Can your testify for sure
5 today that you sent Mr. McElroy a link to Star
6 Magazine on the night of the Frost shoot?

7 A No, not for sure.

8 Q And you mentioned Star Magazine was one
9 of the publications where the Frost shoot photos
10 appeared; correct?

11 A Yes.

12 Q Do you know the name of the other
13 publications as you sit here today?

14 A I do not.

15 Q No, you do not.

16 Okay. So during the phone conversations
17 where you discussed what Mr. McElroy would be doing
18 for the Frost shoot, you testified that you told him
19 that they would be sent to publications; correct?

20 A Absolutely.

21 Q Did you discuss whether they would also
22 be published in social media?

23 A Absolutely.

24 Q Okay. So both social media and
25 publications were discussed with him during your

1 phone conversations; is that right?

2 A Yes.

3 (Exhibit A was marked.)

4 Q (By Ms. Sperry) Okay. I'm going to be
5 handing you a document that's marked as Exhibit A
6 here. If you could take a moment to review it.

7 A (Reviewing.) Okay.

8 Q Do you recognize this document?

9 A Yes, I do.

10 Q And can you tell me, what is it?

11 A This was the response to the demand
12 letter that was sent from your office, and this is
13 my attorney's response along with some
14 documentation.

15 Q Okay.

16 A My previous attorney's response.

17 Q Okay. Could you please review the third
18 paragraph starting on the first page ending at the
19 top of Page 2? Take a moment to review that
20 paragraph.

21 A (Reviewing.) Okay.

22 Q In particular, I'd like to ask you a
23 couple of questions and ask you if you could please
24 read starting on Line 3, that sentence starting with
25 "CAE informed." Would you please read the next two

1 sentences.

2 A The sentence that begins after that
3 sentence or --

4 Q "CAE informed McElroy" --

5 A The entire -- the entirety of the two
6 sentences?

7 Q Yes, please.

8 A "CAE informed McElroy that it would be
9 posting the pictures on social media and sharing
10 them with the owner of the boutique to do the same.
11 In fact, McElroy was enthusiastic about, aware of,
12 and agreed with my client's intent to use the photos
13 for marketing and promotional services to the
14 boutique on various social media, hereinafter
15 agreement."

16 Q Okay. How come your counsel and you did
17 not mention publications and media outlets in this
18 response in terms of what was the scope of the Frost
19 Bistro agreement?

20 A I'm not sure. That's a question that
21 you would have to ask my question -- my previous
22 attorney.

23 Q So did you provide your previous
24 attorney with information about the scope of that
25 agreement when he prepared this letter?

1 A I'm sorry?

2 Q When you were working with your previous
3 attorney, Mr. Alston, before he prepared this
4 letter, did he ask you about the scope of the Frost
5 agreement or what was involved in that agreement
6 with Mr. McElroy?

7 A He did.

8 Q He did. And based on your conversations
9 with him, he prepared this letter; is that right?

10 A Yes.

11 Q Okay. So did you not tell him at the
12 time that the Frost shoot would also be used for
13 publications?

14 A This was a miss -- this was a
15 miscommunication on his part because he was fully
16 aware, which is partially the reason why he's no
17 longer my attorney.

18 Q Did you read this letter before he sent
19 it out?

20 A I probably read it over quickly. I'm
21 extremely busy.

22 Q So are you sure you read it over before
23 he sent it out?

24 A I read over it very quickly. So if I
25 missed him saying "only to use on social media," I

1 did miss that.

2 Q Okay. Thank you.

3 How do you define social media?

4 A Social media is really any type of
5 person-to-person contact on the -- on the Internet.

6 Q Okay. I want to go back for a moment to
7 the Frost Bistro shoot. Do you know who sent Mr.
8 McElroy's photograph to Star Magazine?

9 A To my knowledge, Danika Berry Public
10 Relations sent that to the publications.

11 Q Was Danika Berry Public
12 Relations working --

13 A Sorry. There's something in my eye.

14 Q That's okay. If you want to take a
15 break, please.

16 A I'm sorry. Go ahead.

17 Q Was Danika Berry Public Relations doing
18 work for CAE for the Frost Bistro shoot to publicize
19 the event?

20 A So I'm, like, reading --

21 Q Sure. No problem. Let me rephrase.

22 A I'm reading and processing.

23 Q That was my bad. My bad.

24 A I'm sorry.

25 Q Let me rephrase that.

1 A Go ahead.

2 Q For the Frost Bistro was Danika Berry
3 Public Relations assisting you with publicizing that
4 event?

5 A Yes, Danika Berry was assisting CAE with
6 the publications -- with publicizing.

7 Q Was Ms. Berry personally in attendance
8 at the Frost Bistro shoot?

9 A Ms. Berry was not in attendance.

10 Q How did she receive the photographs of
11 the event at the Frost Bistro shoot?

12 A Danika Berry Public Relations received
13 those photographs after Nicholas McElroy sent them
14 to CAE, and then CAE sent the link to Danika Berry
15 Public Relations.

16 Q And you were aware when CAE -- or CAE
17 was aware when they sent the link to Danika Berry
18 Public Relations that they would be sent to media
19 outlets and publications; is that right?

20 A CAE was aware that they would be sent to
21 publications and Nicholas McElroy was also aware
22 that they would be sent to publications.

23 Q Okay. Do you -- so your understanding
24 is that Danika Berry Public Relations sent the Frost
25 photographs to Star Magazine; is that right?

1 A Yes.

2 Q Okay. Do you know when Danika Berry
3 Public Relations sent that photograph to Star
4 Magazine?

5 A As with every event, Danika Berry Public
6 Relations sends event photos out directly after the
7 event after we have received the links from the
8 photographers.

9 Q Okay. During your oral conversation
10 with Mr. McElroy on behalf of CAE when you spoke to
11 him on the phone before the event, did you discuss
12 how to credit him for photographs that would be sent
13 to publications?

14 A Nicholas McElroy told us to -- to CAE
15 and DB Public Relations to credit his name
16 personally for those photographs.

17 Q And that conversation happened during
18 the phone conversation you mentioned earlier?

19 A That conversation happened via text.

20 Q Via text? Did that happen before the --

21 A After.

22 Q -- photo shoot.

23 A After he sent us those photos.

24 Q So after you sent you the photographs
25 from the event you --

1 A After he --

2 Q -- communicated via text with him and
3 asked how he should be credited?

4 A Absolutely. Yeah.

5 Q And how did you he respond?

6 A Nicholas responded that he wanted to be
7 credited as his name, Nicholas McElroy.

8 Q Did those text exchanges occur before
9 the photographs were sent to Star Magazine?

10 A Yes. And to the best of my knowledge,
11 Danika Berry Public Relations sent over those
12 credits, and that was an error on the -- from Star
13 Magazine.

14 Q Did you ever attempt to contact Star to
15 correct that error?

16 A I don't have any communications with
17 publications.

18 Q Did you inform Mr. McElroy that there
19 had been an error in the credit line?

20 A We were not -- CAE and DB Public
21 Relations were not aware that there was an error
22 with the credits for the publications, for his
23 credit. We were not aware until we were served ten
24 months later or however long it was.

25 Q Okay.

1 A Nine.

2 Q When you hire photographers for events
3 on behalf of CAE, is there a standard written
4 contract that you give them?

5 A At that current time there was not a
6 standard contract that I gave. The only -- the only
7 paperwork that I gave to any of my vendors,
8 including the photographers, is a non-disclosure
9 agreement, non-circumvention agreement. And usually
10 when CAE works with photographers, the photographer
11 supplies their own photography contract, which I was
12 not supplied -- I was not given from Mr. McElroy.

13 Q I forgot to ask you one question about
14 Frost Bistro. Was there a written agreement entered
15 into between CAE and Mr. McElroy for the Frost
16 Bistro shoot?

17 A There was no written agreement. It was
18 verbal.

19 Q All right. So typically when you hire a
20 photographer, the photographer brings the written
21 agreement; is that correct?

22 A Yes, that is correct.

23 Q Over the past five years can you tell me
24 how many photographers you've hired for your events?

25 A I cannot.

1 Q You cannot. Okay. During the last five
2 years, how many photographers have you entered into
3 written agreements with?

4 A I -- because I cannot give you a certain
5 number, I could give you a percentage. And I would
6 you say that a percentage would be 90 percent.

7 Q 90 percent? Okay. And of those written
8 contracts, did they include a license to use the
9 photographs with media outlets and publications?

10 A Yes.

11 Q Okay. And the other 10 percent, were
12 those oral contracts?

13 A They were.

14 (Exhibit B was marked.)

15 Q (By Ms. Sperry) Okay. I am going to be
16 handing you a document marked as Exhibit B. Could
17 you please take a moment to review it? Just let me
18 know when you've had a chance -- have you had a
19 chance to review it?

20 A Yes, I have.

21 Q Do you recognize this document?

22 A I do.

23 Q What is it?

24 A The response to the interrogations
25 [sic].

1 Q It's the response -- your responses to
2 the interrogatories; is that right?

3 A Yeah.

4 Q Okay. Could you please turn to Page 12
5 and Number 17 in particular. Interrogatory 17 asks
6 you about other contracts you've entered into with
7 other photographers over the past five years. I
8 just want to ask you a couple of questions about
9 your response.

10 Your first response mentions Dutchess
11 Lattimore birthday party, paid photographer \$300 for
12 full event coverage and photos. Photos were
13 distributed to magazines and social media blogs,
14 such as The Share Room, and that it was an oral
15 contract.

16 Can you tell me a little bit about that
17 event and what CAE was hired to do?

18 A CAE was hired to design, plan and
19 execute a birthday party for Dutchess Lattimore.

20 Q Okay. And in that case do you recall
21 was the oral contract by phone or in person?

22 A It was by phone.

23 Q By phone. And was that oral contract
24 entered into the day of the event?

25 A That oral contract I do not remember.

1 That was two years ago.

2 Q Do you recall if during the oral
3 contract you specifically discussed whether the
4 photographs would be used with publications, social
5 media?

6 A No.

7 Q Okay. And why wasn't a written contract
8 entered into for the Lattimore event?

9 A Because that's a photographer that I've
10 had a relationship with for over ten years.

11 Q And have you done other -- have you
12 hired that photographer for other events?

13 A I have not.

14 Q So what is that personal relationship
15 based on with that photographer?

16 A He was my -- I was a model formerly, and
17 he was my photographer.

18 Q Okay. The next answer you have given is
19 March 5th, 2018, the Rasheeda Frost Pressed grand
20 opening. It says you paid a photographer a thousand
21 dollars for full event coverage, photos, and
22 60-second video event recaps. The photographs were
23 distributed to many national publications as well as
24 The Shade Room.

25 Was that contract with that photographer

1 an oral or written contract?

2 A That was a written contract.

3 Q Written. Okay. Was Rasheeda Frost the
4 same client that was involved in the Frost Bistro we
5 spoke about before?

6 A That is the same client.

7 Q Okay. And in terms of the written
8 contract for this Rasheeda Frost Pressed grand
9 opening, did you provide that contract to the
10 photographer?

11 A The Rasheeda Frost grand opening, the
12 photographer provided the contract to CAE.

13 Q And did that contract discuss the use of
14 the photographs with publications?

15 A Yes, it did, or I'm not sure if that --
16 if it did, if the contract directly expressed that.
17 But the agreement was made with the photographers.

18 Q So you don't recall the scope of the
19 contract in terms of how the photographs would be
20 used; is that right?

21 A The -- I don't remember the exact scope
22 from that contract. However, the agreement was made
23 with those photographers to be distributed -- for
24 those to be distributed. And I believe within the
25 contract it says that they just have to be properly

1 credited, and they were.

2 Q Do you still have that contract?

3 A I do.

4 Q Okay. The next one is April 25th, 2018,
5 Antonio Cromartie -- excuse my pronunciation if
6 that's incorrect -- retirement party. Was that an
7 oral or a written contract?

8 A That was a written contract as well.

9 Q And did you provide the contract to the
10 photographer in that case?

11 A No, I did not.

12 Q Did that contract specify the use of the
13 photographs with publications?

14 A It did.

15 Q The next question is relating to the
16 October 26th, 2018, Cynthia Bailey's Seagram's
17 launch party. Was that contract with the
18 photographer oral or written?

19 A Written.

20 Q Do you have a copy of that contract
21 still?

22 A I do.

23 Q And let me back up. Do you also have a
24 copy of the Antonio Cromartie contract?

25 A I do.

1 Q Then there was a May 9th, 2019, Quad
2 Webb Cooking and Miss Quad launch party. Was that
3 an oral -- that was an oral contract you specify
4 here. Was that entered into the day of the launch
5 party or beforehand?

6 A The day of.

7 Q And how come a written contract was not
8 entered into in that case?

9 A Because of the relationship with the
10 photographer.

11 Q Had you worked with that photographer
12 before?

13 A I have.

14 Q What was the name of the photographer?

15 A I don't see how that's pertinent
16 information.

17 MR. BARNES: Just answer it.

18 THE WITNESS: Yeah? Donald Wilson.

19 Q (By Ms. Sperry) Donald Wilson?

20 A I don't want -- I don't want my, you
21 know, personal contacts to be named in a lawsuit.

22 Q Okay. Donald Wilson. And how long have
23 you known Mr. Wilson?

24 A Since 2017 maybe.

25 Q And has he done photography work for CAE

1 before?

2 A He has.

3 Q How many other events has Mr. Wilson
4 photographed for CAE?

5 A I do not know. Maybe five to ten.

6 Q Five to ten? Okay. And were those
7 other events that Mr. Wilson photographed also oral
8 contracts?

9 A They were.

10 Q Were any of the contracts with
11 Mr. Wilson entered into written?

12 A No.

13 Q And of those other events that
14 Mr. Wilson photographed for CAE, did those oral
15 contracts include the use of the photographs for
16 publications in each event?

17 A No, they were not -- they were not
18 distributed for those the events.

19 Q And why not?

20 A Because they were not celebrity clients.

21 Q I'm sorry. I didn't hear that.

22 A They were not celebrity clients.

23 Q Okay. So the only reason that the
24 photographs that Mr. Wilson took for those events
25 was because it was not involving a celebrity client,

1 so that's why --

2 A Outside of Quad, yes.

3 Q So there was no discussion with
4 Mr. Wilson during the oral contracts that they would
5 be used for publications or possibly --

6 A There was a discussion with Quad Webb's
7 event that they would possibly be distributed, but
8 Miss Webb decided that she did not want them
9 distributed.

10 Q I had a question about -- in these
11 contracts that we discussed in your interrogatory
12 response, did you discuss how to credit these
13 photographers if their photographs would be used in
14 publications?

15 A Each time that photos are taken of an
16 event, the photographers are asked how they would
17 like to be credited and they are credited
18 accordingly.

19 Q Are they -- does that discussion happen
20 during the oral contract?

21 A That discussion usually happens at the
22 end of the event before pictures are submitted.

23 Q Okay. So it happens after the oral
24 contract is entered into; is that correct?

25 A Oral -- oral or written contract because

1 not all contracts are oral.

2 Q Thank you for clarifying. So after the
3 oral or written contract is entered into is when you
4 typically have discussions about credits?

5 A Absolutely. The discussion about
6 credits is -- it happens at the end of the event
7 after they have sent the photos and before they are
8 sent to publications.

9 Q In these cases where some of the
10 photographs were sent to publications, was CAE also
11 given credit in any of those instances for the
12 photographs?

13 A Yes, I believe so.

14 Q Okay. Do you know which events -- or,
15 excuse me -- yeah, for which events CAE was given
16 credit for in these photos?

17 A I do not remember.

18 Q In those cases where CAE was given
19 credit, were the photographers also given credit on
20 those photographs?

21 A Absolutely.

22 Q Okay. How do you know Cynthia Bailey
23 personally?

24 A I was introduced to Cynthia Bailey
25 professionally through CAE and through our

1 professional relationship we have created a personal
2 relationship.

3 Q Who introduced Ms. Bailey to CAE?

4 A CAE was introduced to Miss Bailey
5 through Danika Berry Public Relations.

6 Q What is Danika Berry Public Relations'
7 relationship to Miss Bailey?

8 A At the time DBPR was the PR for Cynthia.

9 Q I'm going to say "DBR" when I mean
10 Danika Berry Relations. Is that clear?

11 A Yes.

12 Q So I don't stumble on my words.

13 A Thank you.

14 Q Is DBR still the PR agency for Miss
15 Bailey?

16 A She is not.

17 Q She is not. Do you know when that
18 relationship ended?

19 A I do not.

20 Q Can you tell me what work you've done --
21 what work has CAE done for Miss Bailey?

22 A For Miss Bailey CAE has designed,
23 executed and planned her launch party for her custom
24 drink with Seagram's. CAE has planned and designed
25 her engagement party. However, CAE was not hired

1 Miss Bailey at that time. I was hired by -- CAE was
2 hired by her fiance, Mike Hill.

3 And for the -- and CAE is currently
4 planning the wedding.

5 Q What is the date of the wedding?

6 A 10/10/20.

7 Q I want to ask you about the Cynthia
8 Bailey engagement party that Mr. Hill hired CAE to
9 plan. What exactly was CAE hired to do for that
10 engagement party?

11 A CAE was hired to design, plan and
12 execute the event according to the theme, and to
13 assist with the engagement concept and, like, the
14 execution of the engagement.

15 Q When was CAE hired to plan the
16 engagement party?

17 A A few days before.

18 Q And what was DBR's involvement with the
19 Bailey engagement party?

20 A DBR's involvement was, as every event,
21 to distribute photos on behalf of CAE.

22 Q Was Ms. Berry present at the engagement?

23 A Miss Berry was not present at the
24 engagement.

25 Q When you say DBR's role is to distribute

1 photos, what was DBR -- let me rephrase that for
2 you. Which -- can you explain more about what you
3 mean by distribute photos? What exactly was DBR's
4 role there? Can you give me a little bit more
5 details?

6 A DBR's role was to distribute photos to
7 the publications -- to distribute photos to the
8 publications on behalf of Cynthia and CAE.

9 Q And by publications do you mean national
10 media --

11 A National media outlets --

12 Q -- companies? Thank you.

13 So Bravo didn't hire CAE to plan the
14 engagement party for Cynthia Bailey; is that right?

15 A Bravo did not directly hire CAE, but CAE
16 has a personal -- has a relationship with Bravo.

17 Q Okay. Did Bravo know CAE was planning
18 the Bailey engagement?

19 A They did.

20 Q Did Bravo pay CAE for the planning of
21 the Cynthia Bailey engagement?

22 A No.

23 Q Who did CAE hire to photograph the
24 Cynthia Bailey engagement?

25 A I'm sorry. One more time?

1 Q Sure. Who did CAE hire to photograph
2 the Bailey engagement?

3 A Oh, CAE hired -- CAE contacted Nicholas
4 McElroy who then brought on Night Owl Post
5 Productions. CAE was unsure as to why Night Owl
6 Post Productions was brought on to this event, but
7 that's who I paid -- who CAE paid.

8 Q How did CAE contact Mr. McElroy?

9 A CAE contacted Nicholas through text
10 messages.

11 Q And was that you personally on behalf of
12 CAE that contacted Mr. McElroy?

13 A It was.

14 Q When did you text Mr. McElroy about the
15 event?

16 A A couple of days before the event, like
17 two days before.

18 Q Did CAE consider any other photographers
19 before contacting Mr. McElroy?

20 A No.

21 Q And why did CAE choose Mr. McElroy for
22 the job?

23 A CAE chose Mr. McElroy for the job
24 because he seemed like a nice, honest person, and we
25 had a great experience beforehand.

1 Q Okay. And do you recall what you said
2 when you initially reached out via text to Mr.
3 McElroy about hiring him for the engagement?

4 A I told him that we had such a great
5 experience last time and that I would love to bring
6 him on for this event -- for that event that I was
7 currently planning and that it would be the same
8 thing as before, pictures of all the important
9 people and decor, and he agreed and was excited.

10 Q And that conversation was through text;
11 is that right?

12 A It was.

13 Q Okay. In those text messages did you
14 discuss that the photographs would be sent to
15 publications and media outlets?

16 A I'm sorry?

17 Q In those text messages with Mr. McElroy
18 did you specifically tell him that those photographs
19 would be sent to media outlets and publications?

20 A I don't recall, but he was told through
21 text that they would be distributed through media
22 outlets. When that text message occurred, I'm not
23 sure.

24 Q So you specifically told Mr. McElroy
25 that these photographs would be sent to media

1 outlets --

2 A Yes.

3 Q -- in those text messages?

4 A Absolutely.

5 Q Do you still have those text messages?

6 A You -- yes, we have them.

7 Q Okay. So a couple of days -- I'm
8 focusing on a couple of days before the event.

9 A Okay.

10 Q When you first reached out to Mr.
11 McElroy. During that text exchange did you tell him
12 how the photographs would be used --

13 A Yes.

14 Q -- specifically in those texts?

15 A Yes.

16 Q And in those texts you specifically told
17 Mr. McElroy that the photos would be used with media
18 outlets; is that right?

19 A Yes.

20 Q Okay. We do not have those texts, so
21 we'll follow up with counsel on those. Do you still
22 have those texts occurring before -- a couple of
23 days before where it specifically says that these
24 photos will be used with media outlets?

25 A Yes, they were sent to us.

1 MR. BARNES: I think there's a little
2 bit of confusion.

3 MS. SPERRY: Okay. Sure.

4 MR. BARNES: The texts that she's
5 referring to are the texts that you guys
6 produced to us.

7 MS. SPERRY: Right. Right. And those
8 were the day of the event. I'm focusing on a
9 few days before then when she first contacted
10 McElroy.

11 THE WITNESS: That was two days before.

12 MR. BARNES: Yeah, I believe that
13 those --

14 MS. SPERRY: The texts that we have are
15 the night of the event.

16 MR. BARNES: I believe that the texts
17 started on June --

18 THE WITNESS: 24th.

19 MR. BARNES: -- on July 24th.

20 THE WITNESS: July 24th.

21 MR. BARNES: I need to look. The texts
22 say what they say. But to be clear, we don't
23 have any additional messages. When the
24 cellphone was lost all of those were gone.

25 Q (By Ms. Sperry) Okay. So we haven't

1 received any texts that occurred a few days before
2 the event that discussed the terms of your contract.
3 We have texts occurring the day of the event between
4 the two of you.

5 A You have texts from your client from two
6 days before the event, yes, when I initially
7 contacted him.

8 Q We don't have those from you, though.

9 A You have them from your client, not
10 directly from me.

11 Q Right. But just so I'm clear, you have
12 not produced texts regarding this text
13 conversation --

14 A From two days before, I have not.

15 Q -- this text conversation that occurred
16 a few days before the event; is that correct?

17 A No.

18 Q Okay.

19 A I mean, yes, that is correct. But, yes.

20 Q Just so we have a clear record, sitting
21 here today you do not have texts discussing the
22 scope of the agreement with Mr. McElroy that you
23 sent two days before the event; is that correct?

24 A We have those texts in our possession;
25 however, they did not -- they were not produced from

1 me. They were produced from -- they were not
2 produced from CAE. They were produced from Nicholas
3 McElroy.

4 Q Okay. In the -- in the text messages
5 you had with Mr. McElroy a few days before the
6 Bailey engagement you discussed in terms of the
7 event; is that right?

8 A Yes.

9 Q Okay. You do not have those texts in
10 your possession on your phone still; is that right?

11 A My phone broke soon after that event.

12 Q So you do not have any texts in your
13 possession evidencing that text exchange a few days
14 before that photo shoot?

15 A I do not.

16 Q I'm sorry?

17 A I do not.

18 Q You do not. Okay. And you have not
19 produced those texts to us because they're not in
20 your possession; is that right?

21 A Correct.

22 Q What did you hire Mr. McElroy
23 specifically to do for the event?

24 A Mr. McElroy, as the previous event, was
25 required to come take photos of decor, of the

1 important people, of the engagement itself. He was
2 hired -- that was what he was exactly hired for, and
3 to produce video, I believe a 60-second video recap
4 of the event.

5 And it was agreed that he would give it
6 to us the same night for the publications.

7 Q And what was the agreement in terms of
8 payment?

9 A There -- I don't remember the exact
10 terms, but I do remember that for the video it was
11 like 250 per hour, something like that. I did not
12 receive an invoice for that event until after the
13 event was finished and before I received the photos.

14 Q You didn't receive --

15 A Excuse me. I'm sorry. I actually
16 received the photos before I received that invoice
17 for those pictures.

18 Q Okay. The -- so what you recall is it
19 was \$250 an hour for the video. Do you recall what
20 the payment terms were for the photographs?

21 A I believe that was the total amount for
22 both.

23 Q For both. Okay. Was there a written
24 contract entered into between CAE and Mr. McElroy?

25 A There was no written contract. The only

1 written contract -- the only agreement that he was
2 given was a NDA and a non -- a non-circumvention.

3 Q So there was no written agreement as to
4 a license to use the photographs with Mr. McElroy;
5 is that right?

6 A There was written through text messages
7 where he give his consent.

8 Q Okay. But there was not a signed
9 written agreement, correct --

10 A There was not a signed agreement,
11 correct.

12 Q -- relating to -- let me just finish.
13 There was not a signed written license agreement
14 entered into with Mr. McElroy for the use of the
15 photographs; is that right?

16 A Correct.

17 Q During the text messages you exchanged
18 before the Cynthia Bailey engagement, did you
19 discuss with Mr. McElroy how he would be credited
20 for the photographs?

21 A During what? I'm sorry.

22 Q A few days -- you reached out to Mr.
23 McElroy a few days before you hired him. And your
24 testimony today is that you exchanged text messages
25 about what he would be hired to do.

1 A Uh-hmm.

2 Q During those text exchanges did you
3 discuss how Mr. McElroy should be credited for his
4 photographs if they were going to be published?

5 A It was not discussed prior to the event
6 how he would be credited. It was -- it was
7 discussed after the event and before those photos
8 were pushed out.

9 Q How do you know Mr. Bryan Flores?

10 A I do not know Mr. Bryan Flores. CAE
11 does not know him, neither does Courtney Ajinca.

12 Q Did Mr. Flores take photographs of the
13 Cynthia Bailey engagement party?

14 A I believe so, yes. I guess that's him.
15 I do not -- I have never formally met Mr. Flores, so
16 I am not sure who he is. I need to see a photo.

17 Q Okay. So do you know if Mr. Flores
18 photographed any of the pictures that are publicized
19 on national media outlets at the Cynthia Bailey
20 engagement?

21 A I'm not exactly -- I don't know who
22 Mr. Flores is, so

23 Q So were you aware that Mr. Flores took
24 photographs at the Cynthia Bailey event?

25 A We did receive -- we did receive his

1 name, but I've never formally met Mr. Flores.

2 Q So you've never spoken to Mr. Flores.

3 A No.

4 Q Is that your testimony?

5 A No, I don't -- I don't know who
6 Mr. Flores is.

7 Q Okay.

8 A I would need to see a photo to be sure
9 because my only relationship was with Mr. Nicholas
10 McElroy, and then he brought some people from Night
11 Owl Post Production who I do not know and I had
12 never met before. And they would not be
13 recognizable to me.

14 Q Did Mr. McElroy ever exchange texts with
15 you on the night of the event mentioning Mr. Flores?

16 A He did mention a Mr. Flores.

17 Q So you were aware he was taking
18 photographs based on those text messages; correct?

19 A Yes, I was aware, but I do not know who
20 he is.

21 Q Okay. Aside from not knowing who he is
22 personally, you do know that somebody named Mr.
23 Flores took photographs of the Cynthia Bailey event.
24 Is that fair?

25 A Yes. Yes.

1 Q You never asked Mr. Flores how to credit
2 his photographs; is that right?

3 A Nicholas was -- Nicholas said how to
4 credit Flores.

5 Q Okay. But you never asked Mr. Flores
6 directly how he should be --

7 A I did not have any communication with
8 Mr. Flores.

9 Q And you never entered into any written
10 agreement with Mr. Flores?

11 A I did not enter into a written or oral
12 agreement with Mr. Flores because I've never -- I
13 don't know who he is. I've never talked to him.

14 Q Okay. But you are aware Mr. Flores took
15 photographs of the --

16 A Absolutely.

17 Q -- Cynthia Bailey event. And your
18 testimony today is you've never entered into an oral
19 or a written contract with Mr. Flores regarding the
20 use of his photographs; is that right?

21 A Not directly, no. We -- CAE hired
22 Nicholas McElroy, and then it is my understanding
23 that he subcontracted Flores or -- and whoever else
24 who he brought from Night Owl Post Productions.

25 Q Okay. Can you tell me a little bit more

1 about what your understanding is that he
2 subcontracted? What is that based on?

3 A He never -- Nicholas McElroy never even
4 made mention that he was subcontracting -- that he
5 was bringing additional people. I'm sorry. He said
6 he was bringing additional people. I was not under
7 the impression that they were -- that it was an
8 entire company until they arrived, and I found out
9 that it was Night Owl Post Production.

10 Q Okay. And did you ever then -- once you
11 found out that he had brought other photographers,
12 did you ever reach back out to Mr. McElroy and ask
13 him to confirm that the same terms in terms of the
14 use of the photographs applied to these other
15 photographers?

16 A I did not, no.

17 Q So you never discussed with Mr. McElroy
18 that the photographs that other photographers such
19 as Mr. Flores were taking would also be sent to
20 media outlets and publications?

21 A I hired Mr. McElroy, so it was not -- it
22 was not explicitly discussed with him any other
23 photographers because, you know, that wasn't my
24 responsibility to -- to discuss with him what is
25 going on with his contracted individuals.

1 I contacted Mr. McElroy. So what
2 happens to -- with his other, you know, clients or
3 whoever he brings upon, his associates, that was not
4 my concern.

5 Q Okay. Did he ever tell you that, yes, I
6 understand that my photographs will be used with
7 national media and the same terms will apply to my
8 other photographers?

9 A He never discussed that directly.
10 When -- when we initially asked Nicholas for his
11 credit he were told to credit Night Owl Post
12 Productions as an entire company. Later on once
13 the -- once the publication was made, he came back
14 and asked if we could credit Nicholas McElroy, Night
15 Owl Post Productions, and then Flores.

16 He was told -- I told him I would try.
17 And he was like, if it's -- if not, that's totally
18 fine, Night Owl Post Production is fine. That's who
19 was credited. And we were able to get Nicholas
20 McElroy his credit because that's who was initially
21 contacted.

22 And it was never made -- and he was fine
23 with Night Owl Post Productions being credited and
24 himself. And he was sent the link showing where he
25 was credited.

1 Q At any point did Mr. McElroy say that he
2 was representing Mr. Flores?

3 A No. I don't understand how people can
4 be so evil. I'm like ...

5 Q What do you mean by that, people can be
6 evil?

7 A I do not understand. This is clear
8 exploitation.

9 Q Can you explain to me why you think it's
10 exploitation?

11 A Absolutely. Yeah. This is -- this is
12 exploitation. I believe that Mr. McElroy is an
13 opportunist. He was given -- he was -- he has --

14 Mr. McElroy has never had his work
15 featured in a national publication or anything like
16 that. He was given a -- you know, a great
17 opportunity. And this is like a spit in the face
18 and a slap in the face.

19 And, yeah, this is exploitation because
20 he's trying to exploit CAE and Courtney Ajinca.

21 Q Okay. Who sent the photographs that Mr.
22 McElroy and his team, Mr. Flores, took to media
23 outlets?

24 A I'm sorry.

25 Q Who sent the photographs that McElroy

1 and Flores took of the Bailey engagement to media
2 outlets?

3 A It was sent by DBR.

4 Q DBR. And was it sent by Danika on
5 behalf of DBR?

6 A Yes.

7 Q Were you aware that she was sending
8 those to the medical outlets?

9 A Yes, I was.

10 Q And when were those photographs sent to
11 media outlets?

12 A The photos were sent to the media
13 outlets the same night of the event.

14 Q Okay. How many media outlets were they
15 sent to?

16 A I am not sure.

17 Q Did one of the media companies have an
18 exclusive?

19 A People magazine had the exclusive. And
20 to my knowledge, I believe People was one of only a
21 few that were sent that -- the actual images.

22 Q Were you involved in negotiating that
23 exclusive agreement with People?

24 A I was not -- I did not have any contact
25 with any publication.

1 Q So was that DBR who arranged the
2 exclusive with People?

3 A Yes.

4 Q Okay. Bear with us for a minute.
5 (Exhibit C was marked.)

6 Q (By Ms. Sperry) Okay. I'm going to be
7 marking -- handing you what's been marked as --
8 Okay. I'm going to give you a document
9 that's marked as Exhibit C. Could you please take a
10 moment to look at it? Do you recognize this
11 document?

12 A One moment, please. I'm still working.
13 I'm sorry. I have a very important --

14 Q I'm sorry. It's a deposition. I'm
15 going to ask you to put your phone down.

16 MS. SPERRY: Counsel?

17 THE WITNESS: Yeah, I'm just --

18 MS. SPERRY: Could you ask her to put
19 her phone down?

20 THE WITNESS: Just one second.

21 MR. BARNES: Yes, if you want to send
22 that and then put it down. So tell them that
23 you're in a deposition.

24 THE WITNESS: Yeah, I am.

25 Q (By Ms. Sperry) Okay. Just take a moment

1 to look at it and let me know when you've had a
2 chance to review it.

3 A Okay.

4 Q Okay. Do you recognize this document?

5 A I don't.

6 Q Okay. What is the document? Let's
7 start there?

8 A It looks like an email exchange.

9 Q And who is it between?

10 A E Magazine -- E! News and Danika Berry
11 PR.

12 Q Okay. Could you please read the email,
13 the two sentences?

14 A "Danika: I'm reaching out from E! News
15 to see if we can get Cynthia and Mike's engagement
16 photos from last night's party. Courtney Ajinca
17 mentioned I should get in touch with you. Thanks."

18 Q Do you know who Spencer Lubitz is?

19 A Not personally, but I believe he reached
20 out to me via Instagram.

21 Q Okay. What did he say when he reached
22 out to you on Instagram?

23 A Is it okay for me to take my phone to
24 get? Because I don't remember. That was, you know,
25 almost a year ago.

1 Q What do you recall -- what do you recall
2 generally that he asked you about? It doesn't have
3 to be exact.

4 A I think he was just asking for photos.

5 Q Okay. And what did you tell him?

6 A From the email? It looks like I told
7 him to get in contact with Miss Berry.

8 Q Okay. So your recollection is that you
9 did have an exchange, some type of communication
10 with Mr. Lubitz about the photographs of the Cynthia
11 Bailey engagement; is that right?

12 A I would need to confirm, but it appears
13 so, yes.

14 Q Okay. And why did you tell him to get
15 in touch with Danika?

16 A Because I don't deal with media outlets.

17 Q So was this regarding publishing the
18 Cynthia Bailey photographs?

19 A From the email, yes.

20 (Exhibit D was marked.)

21 Q (By Ms. Sperry) Okay. I'm handing you a
22 document marked as Exhibit D. Please take a moment
23 to review it.

24 A Okay.

25 Q Is this an email exchange between

1 Mr. Lubitz and Miss Berry?

2 A Yes.

3 Q Okay. Could you read the second
4 sentence of the first paragraph starting with "can
5 you"?

6 A "Can you please use her image in your
7 stories since she owns the photos."

8 Q Did you tell Miss Berry that you or CAE
9 owned the photographs that were taken at the Cynthia
10 Bailey engagement?

11 A I do not.

12 Q Do you know why she said this?

13 A I do not.

14 Q What did you tell Miss Berry in terms of
15 how to credit the photographs taken at the Cynthia
16 Bailey engagement?

17 A Nicholas told Miss Berry and DBPR to
18 credit Night Owl Post Productions and then came back
19 later asking for a different -- a different thing.
20 She said she would try, but she was unable to credit
21 multiple sources, but she would get him his credit.

22 Q Okay. And you also advised DBR to
23 credit Courtney -- CAE?

24 A I did not.

25 Q You never told Miss Berry to credit your

1 company, CAE?

2 A I did not.

3 Q Do you know why she credited your
4 company in these emails?

5 A That's just general practice.

6 Q What -- I don't -- I'm not familiar.
7 What do you mean, the general practice?

8 A That's just general practice.
9 She credits her clients.

10 Q Is that standard in the industry?

11 A I'm not sure. I'm not sure about
12 industry standards for publications.

13 Q Okay. You mentioned you have a
14 relationship with Bravo on behalf of CAE or CAE has
15 a relationship. When did that relationship start?

16 A The relationship with Bravo started in
17 October of 2018. '18.

18 Q Did you personally meet someone from
19 Bravo in 2018?

20 A CAE has met their production staff and
21 their execs.

22 Q How did you have the opportunity to meet
23 them for CAE?

24 A CAE met them at the initial event for
25 Seagram's, Cynthia Bailey's Seagram event.

1 Q And what type of work has CAE done with
2 Bravo since they met at the Seagram's event?

3 A CAE has done events for Cynthia for Real
4 Housewives and Quad Webb for Married to Medicine.

5 Q Okay. So in terms of the events for
6 Cynthia Bailey, aside from the Seagram's and her
7 engagement party, have there been any other events
8 that CAE has done for Cynthia Bailey?

9 A I'm currently planning her wedding.

10 Q And the wedding. And you mentioned
11 somebody else?

12 A Quad Webb.

13 Q What is Quad Webb's relationship with
14 Bravo?

15 A She is a talent for Married to Medicine.

16 Q Is she a star on the show?

17 A She is.

18 Q Married to Medicine it's called? What
19 events has CAE done for Quad Webb?

20 A CAE has done the book launch for Cooking
21 with Miss Quad.

22 Q Book launch for what? Cooking --

23 A Cooking with Miss Quad.

24 Q Any other events?

25 A No.

1 Q Since the Cynthia Bailey engagement, has
2 CAE done any events involving Bravo or its talent?

3 A No.

4 Q Okay. When you have done the events
5 involving Bravo's talent, for example, the Cynthia
6 Bailey engagement, did you sign any event with Bravo
7 on behalf of CAE?

8 A No.

9 Q Are you familiar with who Truly Original
10 is?

11 A I am.

12 Q Who is Truly Original?

13 A Truly Original is a production company
14 for Real Housewives of Atlanta.

15 Q Okay. Have you -- since the engagement
16 photos of Cynthia Bailey were published in July of
17 2018, have you had any conversations with Truly
18 Original or has CAE had any conversations with Truly
19 Original?

20 A Not professionally. But personally,
21 yes.

22 Q Okay. And who did you personally have
23 those conversations with at Truly Original?

24 A The executive producer, Marcus Burns, as
25 well as Lizzie -- I'm not sure of her name -- who is

1 also an executive producer.

2 Q Okay. And what did you discuss?

3 A For -- I mean, various things. For
4 Marcus I would say they are items that are not
5 pertaining to, like, business. It's like strictly
6 social media, reactions to stories, et cetera, and
7 posts. And for Lizzie I would say that we have
8 spoken about Cynthia's wedding.

9 Q Did you discuss the current suit --

10 A No.

11 Q -- with either of them?

12 A No, because this lawsuit is baseless and
13 embarrassing, to say the least.

14 Q Did Truly Original ever reach out to CAE
15 to ask if they had the rights to publish the
16 photographs of the Cynthia Bailey engagement?

17 A They did. You're right. Someone did
18 reach out to me from Truly Original.

19 Q Do you know when that happened?

20 A I do not. I cannot remember exactly,
21 but they reached out before the show aired to try to
22 get approval.

23 Q Do you recall if that was -- what month
24 it was? Was it August or September of 2018?

25 A I do not remember. It was not in 2018.

1 It was in 2019.

2 Q Excuse me. 2019. I'm getting my years
3 mixed up. So sometime in 2019 after the Bailey
4 engagement.

5 A Yes.

6 Q And who with Truly Original reached out
7 to CAE?

8 A I cannot remember.

9 Q Do you recall how they reached out?

10 A Via email.

11 Q Do you still have those emails?

12 A I believe so, yeah. I would have to
13 look.

14 Q Okay. We'll follow up with your counsel
15 about that afterwards.

16 Okay. So what did you tell Truly
17 Original when they asked if you had the rights to
18 use the photographs?

19 A I do not remember.

20 Q You don't remember.

21 Do you remember what Truly Original told
22 you know in terms of what they were going to do with
23 the photographs?

24 A I don't remember.

25 Q Did they ask you to sign any agreement?

1 A I think so. I can't -- I cannot say for
2 sure. That's so long ago. I think so.

3 Q Do you recall if you did sign an
4 agreement?

5 A I don't remember.

6 Q You don't know.

7 A If you will allow me to look through my
8 messages, I would be able to tell you. But I cannot
9 tell you right now.

10 Q Okay. So this was through email,
11 though. You can recall it was through email.

12 A It was through email.

13 Q So do you remember what the agreement
14 asked you to do? Did it ask if you had the rights
15 to the photographs essentially?

16 A I don't remember.

17 Q You don't remember?

18 Okay. Were you aware that Truly
19 Original also reached out to Mr. McElroy and
20 Mr. Flores about the photographs?

21 A I was not aware. Or actually, I think
22 they did say they did. I don't remember. That was
23 so long ago. I do not remember.

24 (Exhibit E was marked.)

25 Q (By Ms. Sperry) I'm going to hand you a

1 document that's marked as Exhibit E. It has been
2 marked under a confidentiality designation in this
3 case, which means you can't share it outside of your
4 counsel and you.

5 A Okay.

6 Q I'm going to hand it to you right now.
7 If you could take a moment to take a look at it.

8 A (Reviewing.) Okay.

9 Q Okay. If you could turn to Page 3,
10 please. What is -- first of all, what is this
11 document?

12 A An email exchange between Night Owl
13 Studios and Brandon.

14 Q Is Brandon with Truly Original?

15 A He is.

16 Q Could you turn to Page 3, please? Do
17 you see an email at the bottom of Page 3 between
18 Brandon Brathwaite of Truly Original and Nick and
19 Bryan?

20 A Yes.

21 Q Okay. Does the second line, is this
22 correct, say, my team is requesting clearance on the
23 use of the photos you took during Cynthia and Mike's
24 engagement?

25 A Uh-hmm.

1 Q And does it also say, I am attaching a
2 material release for your review?

3 A Yes.

4 Q What is the date of that email?

5 A September 26th, 2019.

6 Q Do you recall if Truly Original had
7 reached out to you about your rights to those
8 photographs before September 26th, 2019?

9 A I cannot be certain of a date.

10 Q Why would Truly Original be asking
11 Mr. Flores and Mr. McElroy for a clearance if you
12 had the rights to the photographs?

13 A Because Nicholas McElroy was properly
14 credited on those photos.

15 Q But your testimony is that you did tell
16 Truly Original that you had the rights to the
17 photographs; is that right?

18 A I did not. I never told Truly Original
19 that I had rights to any photographs.

20 Q Okay. I thought earlier you testified
21 that they had reached out to you via email to talk
22 about the photographs --

23 A Yeah.

24 Q -- and your rights to them.

25 A Yes. And I cannot be certain what my

1 response was or what their email said.

2 Q Okay. So you're not sure as we sit here
3 today what you told Truly Original in terms of your
4 rights.

5 A I'm not sure.

6 Q So you may have told them that you
7 didn't have the rights?

8 A I'm not sure what I told Truly Original.

9 Q So it's possible, though, that you told
10 them you didn't have the rights to the photographs?

11 A I'm not sure what I told Truly Original,
12 and I will not go on record saying that.

13 Q That's fair. Was it Brandon that you
14 maybe -- that CAE spoke with in terms of those
15 emails?

16 A Perhaps.

17 Q Perhaps it was Brandon? So do you think
18 if we reached out to Brandon he would have those
19 emails?

20 A Yes, or you could ask me for them as
21 well.

22 Q Okay.

23 A And to not further destroy my
24 relationship with Bravo, Truly Original, or NBC
25 Universal. Thank you.

1 Q So you mentioned "destroy my
2 relationship," and I understand you have claimed
3 defamation in this case in your counterclaim. So
4 that I can understand more, how has your
5 relationship with Bravo, as you say, been destroyed
6 personally?

7 A Personally through Courtney Ajinca, I
8 would say that there is no personal. But with --
9 through Courtney Ajinca Events --

10 Q Okay.

11 A -- I'm no longer able to supply my own
12 photographers for the event because of this -- for
13 any event because of this. I'm no longer able to,
14 you know, garner -- garner press or have
15 photographers, you know, in which in turn -- which
16 in turn decreases my ability to properly market my
17 events that I have worked very hard to establish a
18 name for myself in this industry.

19 And I've never had any other issues with
20 photographers out -- you know, outside of this
21 issue. I've been personally affected with my
22 relationship with Cynthia Bailey. My professional
23 relationship with CAE with Cynthia Bailey has been
24 affected.

25 I'm unable to -- you know, she was

1 extremely embarrassed to be named in this lawsuit
2 and was extremely upset that she was contacted, you
3 know, from -- by you guys for this lawsuit.

4 I don't know. I mean, this has -- this
5 has -- this has really affected my business. I have
6 not been able to negotiate contracts properly
7 through my personal reality TV contracts because of
8 this public record that's on file. I've not been
9 able to -- I have lost bargaining power, so I've
10 lost tons of money. I've lost clients. Clients
11 have chosen not to work with me because they feel
12 like I'm unethical.

13 And I'm a very honest person. I'm a
14 very truthful person. I'm a very loyal person.
15 And had Nicholas not done this -- I mean, I would
16 have always made sure that he was taken care of and
17 properly, you know, credited. All he had to do was
18 contact me. If there was an issue, all he had to do
19 was contact me.

20 I'm not sure if he felt like there was
21 some money being given or anything like that. You
22 know, he had -- this his -- I mean, this is
23 extremely -- I mean, I'm hurt to say the least
24 because I don't do people like that. I don't
25 operate like that. I'm a genuinely good person.

1 So if he -- if there was ever any issue,
2 he could have directly contacted me to correct
3 anything that he felt he was wrongfully -- you know,
4 wrong -- anything that was wrongfully done to him.

5 And, yeah, I mean it's -- I mean, it's
6 really unfortunate all around, you know. And the
7 fact that there was no written agreement, you know,
8 obviously hurts the situation. But Nicholas knows
9 full well what -- you know, and that's what I'm
10 saying. This was exploitation based upon who I am
11 and what my business does and my clients.

12 So this is a clear attempt at
13 exploitation and he's an opportunist.

14 Q How does the fact there's no written
15 agreement hurt this situation?

16 A I think there is -- you know, because
17 there's no direct outline for, you know, what
18 they're -- what there is to be expected.

19 Q What do you mean for what there is to be
20 expected?

21 A Scope of services.

22 Q I want to focus a little bit more on
23 Bravo so I can understand the damage to you. So in
24 terms of Bravo, the damage is as to Courtney -- is
25 to CAE. That's for the damages, correct, not to you

1 personally with respect to Bravo?

2 A Absolutely.

3 Q Okay. And is it the filing of the
4 lawsuit that has damaged CAE?

5 A Yes.

6 Q So you -- the damage to the relationship
7 is solely due to the lawsuit; is that correct?

8 A Yes, and -- yeah.

9 Q Okay. And when you -- when you -- I
10 need to understand this a little better, so maybe --
11 excuse me for not understanding. Did Bravo tell you
12 that you couldn't bring your own photographers to
13 Bravo events after the Cynthia Bailey engagement?

14 A Okay. During the Cynthia Bailey
15 engagement the Bravo photographers -- the Bravo and
16 Truly Original, you know, as a whole, they did not
17 want to allow any photographers in there. But
18 because of my relationship with them and based on
19 who I am to them, they allowed my photographers to
20 go in and shoot.

21 Q Okay.

22 A After -- since this has now happened, I
23 am no longer able to bring my own photographers
24 because they feel like, you know, they got burned
25 or -- you know, because now they could not use the

1 photos that they needed to use on television.

2 They wanted to use the photos when they
3 aired her engagement, and they were not able to.

4 And then -- so that affects CAE because now I can no
5 longer bring my photographers. Bravo is not -- when
6 they have their photographs they're not getting, you
7 know, nice photos of the decor and, you know,
8 specific photos. They're only getting what they
9 need for their production needs.

10 So that personally hurts me and affects
11 me because I cannot longer promote my brand. I can
12 no longer, you know, garner press for myself based
13 upon the fact I don't have proper images at that
14 point, and I won't have any type -- I won't receive
15 the images. I will only receive images once they go
16 out into the press, if they go out into the press.

17 So I so longer have the ability to take
18 my own open photographers to a Bravo-related event
19 because of this.

20 Q Did Bravo specifically tell CAE that
21 they couldn't bring their own photographers to Bravo
22 events?

23 A Yes, they told -- they told me in
24 advance of the event that they're -- they were no
25 longer -- they would no -- they do not allow outside

1 photographers for their events.

2 Now because I have been told, not in
3 writing, but verbally, that I had cannot bring
4 event -- photographers to the event.

5 Q Who told you verbally from Bravo that
6 you can't bring photographs to the events?

7 A I believe it was a conversation with
8 Cynthia.

9 Q Cynthia Bailey told you had that?

10 A Yes.

11 Q On behalf of Bravo you can't bring your
12 own photographers?

13 A Yes.

14 Q And when did that conversation occur?

15 A I don't remember.

16 Q So you haven't received anything in
17 writing from Bravo prohibiting you from bringing
18 your own photographers to their events; is that
19 right?

20 A No, that they will not allow -- they
21 will not allow outside photographers.

22 Q So they have a policy not to allow
23 outside photographers.

24 A I'm not sure if they have a policy to
25 allow -- not allow outside photographers. But

1 because of the sensitivity of, you know, certain
2 events, they requested that outside photographers
3 are not brought in to maintain the exclusivity of
4 the event.

5 Q So is there --

6 A But I was given -- I was given -- I
7 can't even think right now. I was given -- what's
8 the word I'm looking for? I'm so tired.

9 An exemption for myself.

10 Q So is it fair to say that generally for
11 Bravo events Bravo does not permit event planners to
12 bring in their own photographers?

13 A I would say "no" because I was able to
14 bring in my own photographers for her Seagram's
15 event as well.

16 Q So you weren't -- you weren't an
17 exception, for example, in those two cases?

18 A An exemption was made for me for her
19 engagement photos, absolutely.

20 Q So -- but you have not been asked to
21 work any Bravo events since the Cynthia Bailey
22 engagement party; is that right?

23 A I'm planning her wedding currently.

24 Q But between the Cynthia Bailey
25 engagement party and to date, you haven't worked any

1 Bravo events; is that right?

2 A No, I worked Quad Webb's --

3 Q What was the date of that event?

4 A The engagement party or the --

5 Q Yeah, since --

6 A Yeah. No.

7 Q Since Cynthia Bailey's engagement party
8 and today --

9 A No.

10 Q -- you have not worked or CAE has not
11 worked any events; correct?

12 A Correct.

13 Q Just so I have clear testimony just for
14 the record, let me ask it again, please. Since the
15 Cynthia Bailey engagement party and today's date,
16 CAE has not planned or worked any Bravo events; is
17 that right?

18 A That is correct.

19 Q Thank you. So just so I understand, how
20 much money losses are you alleging due to the
21 relationship damage with Bravo and CAE?

22 A A hundred -- like a hundred thousand.
23 I'm no longer able to properly promote.

24 Q Okay. Just so I can understand that
25 hundred-thousand-dollar figure, if you haven't had

1 an opportunity to work a Bravo event since the
2 Cynthia Bailey engagement party, how could you have
3 experienced a hundred thousand dollars in losses?

4 A Because I'm no longer -- I'm not able to
5 properly post those images, you know, from the event
6 to -- to garner the attention from other people. I
7 can't use that as -- and so I've lost clients
8 because they have Googled my name and this thing has
9 come up. And people have come to ask me questions
10 about it.

11 So, yes, I have asked -- I've --

12 Q Sorry. Keep going.

13 A No, I have lost those --

14 Q And I just need to understand the
15 hundred thousand dollars. I want to focus just on
16 Bravo.

17 A Okay.

18 Q So is your testimony today that the
19 hundred thousand dollars is due to your inability to
20 post the photographs that were taken of the Cynthia
21 Bailey engagement party exclusively?

22 A No, because I will not -- I will no
23 longer be able to bring in my own photographers to
24 properly garner press for myself and for the events.

25 Q But there have been no Bravo events that

1 you've worked since the Cynthia Bailey engagement
2 party; correct?

3 A Correct.

4 Q So there would have been no opportunity
5 to even bring your photographers in; isn't that
6 right?

7 A Yes. Talking about for future events,
8 especially for -- especially for her wedding.

9 Q So that helps. So the
10 hundred-thousand-dollar figure is future monetary
11 losses, not current losses; is that right?

12 A It's -- in terms of Bravo, yes.

13 Q Okay. So the hundred-thousand-dollar
14 figured that you testified to today in terms of the
15 Bravo monetary damages are future damages; correct?

16 A Yes.

17 Q So to date, as you sit here today, you
18 have not lost any money or -- strike that. To date
19 CAE has not lost any money in terms of damage to its
20 relationship with Bravo; is that right?

21 A No.

22 Q Okay. Has CAE lost any clients as a
23 result of -- first of all, what is the damage to
24 CAE's relationship based on? Is it based on the
25 lawsuit only?

1 A I'm sorry. Say that one more time.

2 Q Is the damage to CAE's relationship that
3 you've testified to today, what is the cause of
4 that?

5 A The damage to CAE's relationship? What
6 is the cause of the damages?

7 Q Yes. Yes.

8 A The lawsuit, the public record. They
9 have -- you know, because you guys have reached out
10 to the media outlets, those media outlets no longer
11 want to feature me because they're not certain about
12 images. You know --

13 Q Can I ask you a quick question before I
14 forget right there, or did you have more to say?

15 A Go ahead.

16 Q Sorry. The media outlets that you
17 mentioned that won't hire you, have any of the media
18 outlets reached out to you and told you that they
19 didn't want to hire you?

20 A No, they just don't pick up my press.

21 Q Okay. Can you tell me a little bit more
22 about that? Did they used to pick up your press?

23 A Absolutely, for every event.

24 Q Okay. And which media outlets in
25 relationship used to pick up your press?

1 A I've been in every media outlet. I
2 cannot think off the top of my head.

3 Q So you can't tell me a single media
4 outlet in particular that has failed to pick up your
5 press?

6 A People does not pick up my press. Us
7 Weekly has not picked up my press.

8 Q Okay. But you haven't received any
9 communications from People or Us Weekly that they
10 won't --

11 A There's no communication. They just
12 fail to pick it up anymore.

13 Q Okay. Got it. Have you lost any
14 clients as a result of the lawsuit?

15 A Yes, I have.

16 Q Okay. What are the names of those
17 clients?

18 A I have had people reach out that wanted
19 to work with me but that chose not to work me based
20 on this lawsuit that they found. I've also
21 lost hundreds of thousands of dollars from VH1 and
22 Entertainment One because I no longer have the
23 ability to negotiate my contracts for television
24 shows that I am on.

25 Q Who is Entertainment One?

1 A That is a production company that I work
2 with on a television show.

3 Q What television show?

4 A My Celebrity Wedding.

5 Q Are you still working on that show?

6 A I am.

7 Q What do you -- what is your role on the
8 show?

9 A A celebrity wedding planner.

10 Q Do you have a contract with
11 Entertainment One?

12 A I do.

13 Q And how much are they paying you to be
14 on the show?

15 A It varies. It's per episode. And what
16 I was able to finally negotiate with them was 5,000
17 per episode. But I would have been able to
18 negotiate much more had they -- had this not come up
19 on my background check.

20 Q When did you first enter into the
21 contract with Entertainment One for the show My
22 Celebrity Wedding?

23 A I do not remember the exact date. I'm
24 sorry.

25 Q Was it in 2019, last year?

1 A Uh-hmm, it was 2019.

2 Q So it was not 2018. It was sometime
3 last year. Is that fair?

4 A It was 2019.

5 Q Okay. Did you enter into this contract
6 with them before the Cynthia Bailey engagement
7 party?

8 A We began discussing terms of contract,
9 and I began my relationship with them, I believe, in
10 March of 2019.

11 Q Okay.

12 A And I want to say -- I can't remember
13 the exact date for when we actually came to terms on
14 the contract.

15 Q Do you recall if the contract was signed
16 after or before the Cynthia Bailey engagement party?

17 A It was after.

18 Q It was after?

19 A Yeah.

20 Q Okay. Do you still have a copy of that
21 contract?

22 A Uh-hmm. I do.

23 Q Okay. Just so I can understand, you
24 mentioned you lost bargaining power with
25 Entertainment One as a result of the lawsuit.

1 A I almost was not able to be on the show.
2 They were going to walk away.

3 Q Okay. Can you break that down for me
4 and tell me a little bit about the conversations
5 you've had with Entertainment One where your --
6 CAE's reputation was damaged and how that --

7 A Absolutely.

8 Q -- happened.

9 A We had -- we have to undergo full
10 psychological and background checks for reality TV.
11 During my background check I had to fully disclose
12 that I was currently in a lawsuit situation. And
13 because I was in that lawsuit I -- because that
14 was noted, they dug deeper and they found that out.

15 And because, you know, of the possible
16 liability of me releasing photos or, you know,
17 something that -- or releasing something that was
18 not approved to be released, I lost that bargaining
19 power.

20 Q What exactly did Entertainment One say
21 to you about --

22 A They spoke with my attorney. I'm not
23 sure.

24 Q So nobody from Entertainment One has
25 told you that they're going to pay you less money as

1 a result of the lawsuit; is that right?

2 A They spoke with my attorney and he was
3 not -- unable to negotiate as he should have been
4 able to.

5 Q And which attorney was this?

6 A Alston.

7 Q Mr. Alston. So they -- Entertainment
8 One reached out to Mr. Alston regarding this
9 lawsuit; is that right?

10 A He spoke directly with Entertainment
11 One's attorney.

12 Q Okay. Did he tell you what that
13 conversation was about and what was discussed?

14 A I don't remember. He never said exactly
15 what, but that's what -- that was the gist of it.

16 Q So you have no written communications
17 that state that Entertainment One was going to pay
18 you less because of the lawsuit; is that right?

19 A I would have to go back and check my
20 notes, my emails.

21 Q But you have -- but you haven't produced
22 any to date, so --

23 A You -- you don't have them, though. You
24 don't have -- I have not produced them to you all,
25 no.

1 Q Right. Okay. Okay. How did -- what is
2 it in particular that Entertainment One is concerned
3 with? Do you know what they said about what in
4 particular? Is it because of the --

5 A Privacy.

6 Q -- lawsuit, the fact that a lawsuit was
7 filed?

8 A The lawsuit was filed and also the --
9 the nature of the lawsuit. It has to do directly
10 with photographs and events.

11 Q Okay. And --

12 A And releasing events from a reality
13 show, like -- I mean photographs from a reality
14 show.

15 Q How did Entertainment One find out about
16 the lawsuit, or the claims therein?

17 A It's public record, and it was found out
18 on my background report.

19 Q On the background report.

20 A Uh-hmm.

21 Q Okay. So nobody from Entertainment One
22 ever contacted you directly?

23 A They spoke with my attorney.

24 Q They spoke with you -- they reached out
25 to your attorney directly?

1 A Yeah.

2 Q Do you have any communications between
3 you and Entertainment One?

4 A Of course I have communications with
5 Entertainment One and myself, but nothing about
6 legal matters.

7 Q Okay. And is your testimony that they
8 offered you less money because of the lawsuit to
9 appear in the show?

10 A Because of things in my background check
11 with the lawsuit, yes.

12 Q And did they --

13 A It affected my bargaining ability.

14 Q Did they specifically tell you --

15 A My negotiating ability.

16 Q Did they tell you or your attorney that
17 they were giving you less money as a result of the
18 lawsuit?

19 A Yes.

20 Q And that is in writing between you and
21 your attorney?

22 A I'm not sure if that's in writing, but
23 that's what I was told by my attorney.

24 Q And how much less money did you earn as
25 a result of the damage to your relationship with

1 Entertainment One?

2 A Around a hundred K.

3 Q And they told Mr. Alston, your former
4 attorney, or you that we're going to pay you a
5 hundred thousand dollars less because of the
6 lawsuit?

7 A He was unable to -- he was unable to
8 negotiate my contract to what it -- to its worth
9 because of things that were found out on the
10 background check, which is the public record.

11 Q So that hundred thousand dollars is what
12 you think you should have earned, the extra hundred
13 thousand dollars?

14 A That's what he was negotiating for me to
15 earn.

16 Q All right. Is it possible that they
17 offered you less for other reasons?

18 A No.

19 Q No. So the only reason that they
20 offered you less money is because of the lawsuit; is
21 that right?

22 A Yes, because of -- he was unable to
23 negotiate that deal for me.

24 Q Okay. Who at Entertainment One was
25 negotiating that deal?

1 A The attorney, their attorney. I'm not
2 sure.

3 Q Okay. What did your attorney say about
4 the lawsuit? Did he try and explain it to
5 Entertainment One?

6 A I do not know.

7 Q Okay. You also mentioned that CAE has
8 lost potential clients or prospective clients as a
9 result of the claims in the lawsuit. Can you name
10 the prospective clients you've lost?

11 A I've had potential clients, and I prefer
12 not to name them. They've reached out, and I'd
13 prefer not to name my clients.

14 Q So it's a discovery deposition. That's
15 relevant to our claim. So I need to ask you to name
16 the prospective clients you've lost.

17 A I don't remember off the top of my head.

18 Q Okay. And how much money do you
19 testify -- how much money are you claiming you lost
20 to prospective clients as a result of the claims in
21 the lawsuit?

22 A Fifty to a hundred K. I make, you know,
23 substantial amounts per event.

24 Q So you are claiming 50 to a hundred
25 thousand dollars in losses to potential clients, yet

1 you can't name a single potential client you lost
2 sitting here today; is that right?

3 A Sure.

4 Q So what do you base that number on if
5 you don't have a single client you can base it on?

6 A Potential clients that I cannot name off
7 the top of my head right now.

8 Q Okay. Have you sent proposals to any of
9 these potential clients?

10 A No.

11 Q So there was no discussion with any of
12 these potential clients about the value of your
13 services that they didn't hire you for?

14 A No.

15 Q So where do you get the number 50 to a
16 hundred thousand dollars?

17 A Because that's how much I charge based
18 on my typical fee per event, per client.

19 Q But yet -- how do you know how to get to
20 that number if you don't know how many clients
21 you've lost or what the scope of the services were?

22 A The scope of the services are the same
23 for every event.

24 Q So you are testifying that you claim 50
25 to a hundred thousand dollars though you don't know

1 who the clients are you lost or what events they
2 were going to hire you for; is that right?

3 A The events were discussed, but I
4 can't -- I can't specifically say exactly how
5 many -- how many clients were lost.

6 Q Do you at least know what events were
7 discussed for these potential clients?

8 A They were -- since you said "discovery,"
9 they were discovery calls. Like they were
10 consultations. There was no, like, full discussion
11 for an event.

12 Q And do you know who these potential
13 clients hired instead of you?

14 A I do not.

15 Q Okay. Do you know whether they hired
16 another event planner? Do you know whether they
17 didn't hire you perhaps for other reasons such a --

18 A I do not know.

19 Q So you -- so you can't be certain why
20 these clients didn't hire you; is that right?

21 A I do not know.

22 Q Okay. Were there any written exchanges
23 with these potential clients that you allege you
24 lost?

25 A No, my consultations are phone calls.

1 Q But you don't remember the substance of
2 any of those phone calls as you sit here today?

3 A I do not.

4 Q How has your personal relationship with
5 Cynthia Bailey been damaged?

6 A I think some of the trust was lost
7 between Cynthia and I because she trusted me to only
8 provide her with, you know, high quality vendors,
9 including photographers, and that someone would not
10 go and drag her into a lawsuit that she has no
11 business being a part of.

12 And it could have potentially damaged
13 her. I know you guys were contacting media outlets,
14 you know, discussing her. So that, you know, our --
15 our relationship was -- was definitely damaged
16 because of it, CAE and personally.

17 Q But you're still planning her wedding;
18 is that right?

19 A Absolutely.

20 Q How often do you speak with Cynthia
21 about her wedding?

22 A Daily.

23 Q So it is fair to say that she trusts you
24 enough to plan her wedding; is that right?

25 A We were under contract already.

1 Q How much is the contract for the wedding
2 you're planning with her?

3 A How is that relevant?

4 Q It's relevant to the claims in the case
5 and your damages.

6 A Her -- the contract is 10,000.

7 Q You're charging 10,000 total to plan her
8 wedding?

9 A I charge 20 percent of every event. I
10 gave her a discount. Her budget is 50 -- her budget
11 is 75K and charged her 10K to plan.

12 Q Has your business been affected by
13 COVID-19?

14 A Absolutely.

15 Q Okay. Can you tell me how it's been
16 affected?

17 A The entire country shut down. You know,
18 that includes events because those are large
19 gatherings of people. I've had clients to cancel.
20 I've had, you know, weddings being canceled,
21 postponed, mostly canceled. But I've lost, I mean,
22 tons of money this year because of COVID-19.

23 Q How much would you estimate that you've
24 lost?

25 A I don't know. I mean, I don't know. A

1 lot.

2 Q Is there a percentage of your revenue
3 that you would be able to estimate that you've lost?

4 A Yeah. I mean, probably like close to
5 like 50 percent.

6 Q Did you apply for the PPP small business
7 loan?

8 A I did.

9 Q And did you receive it?

10 A I did not.

11 Q No. What is your average income for the
12 last five years?

13 A CAE's income?

14 Q Correct.

15 A Last year it was 175K. This year I was
16 set to double that, but due to COVID I was not.

17 Q What is your current income to date for
18 2020 approximately?

19 A I would -- I really do not know.

20 Q Is it a hundred thousand dollars or
21 more?

22 A I do not know. I'd have to go -- I'd
23 have to check my books. I don't count money as it
24 comes in.

25 Q But it's fair to say that your business

1 has been damaged also by COVID-19; is that right?

2 A Extremely damaged, yes. I'm the same
3 as, I'm sure, most other businesses in this country
4 have been damaged and throughout the world.

5 Q So is it possible that these potential
6 clients you've lost have not also not hired you due
7 to COVID-19 financial difficulties?

8 A No, those -- that was before COVID-19
9 hit.

10 Q So the potential clients you lost, was
11 it during a specific timeframe?

12 A It's just been, you know, in general.
13 It was in 2019 for sure.

14 Q Okay.

15 A Late 2019 when I received inquiries.

16 Q What is VH1's relationship to
17 Entertainment One?

18 A Entertainment One is a production
19 company for VH1.

20 Q I see. Okay. So the contract you had,
21 is it with Entertainment One or VH1 in terms of the
22 show, My Celebrity Wedding?

23 A Entertainment One.

24 Q Entertainment One. Okay. And is that
25 show --

1 A Are you guys going to go and, like, talk
2 to -- talk to Entertainment One and destroy --
3 further destroy my relationship with them?

4 Q I'm not here to answer questions, so --

5 A Yeah. Because, I mean, you've already
6 damaged me enough, you know, throughout this entire
7 process.

8 Q I understand. Is the show, My Celebrity
9 Wedding, still airing right now?

10 A It has not aired yet. We couldn't -- we
11 had to cease production because of COVID.

12 Q When is it set to re-air?

13 A I have no idea. It was set to air in
14 the fall, and we are no longer doing that because
15 we're not finished filming due to COVID.

16 Q Have you been paid yet for that
17 contract?

18 A I've received some payments for the
19 contract, yes.

20 Q And it's -- the contract is \$5,000 per
21 episode; is that correct?

22 A It is.

23 Q How many episodes are set to run?

24 A I do not know.

25 Q And what have you been paid for if the

1 episodes haven't run yet?

2 A Each event we have -- so there's -- I've
3 been the main planner for the event, so I've been
4 paid reimbursement as well as partial -- partial
5 talent fees. But because we have not finished
6 filming, I have not received full payment.

7 Q What events have you planned for My
8 Celebrity Wedding?

9 A The weddings that are on the show.

10 Q What are those weddings?

11 A There's a wedding per episode and I plan
12 the weddings.

13 Q How many weddings have there been? So
14 that I'm clear, none of the shows have aired;
15 correct?

16 A Exactly.

17 Q But you --

18 A We've only had the chance to film two
19 episodes due to COVID.

20 Q So you've filmed two episodes but they
21 haven't aired.

22 A Due to COVID.

23 Q Okay. So what are those weddings that
24 you've filmed for the first two?

25 A They are weddings from the show. I

1 mean, they're just regular people who get married.

2 Q So the first one, it's a celebrity
3 wedding. Who are the celebrities?

4 A There are no celebrities.

5 Q Oh, I didn't understand. It's My
6 Celebrity Wedding. So maybe you can tell me.
7 What is the premise of the show?

8 A It's a show about guests -- about brides
9 who have inspirations for a celebrity wedding and
10 they want us, the celebrity planners, to compete and
11 decide who's going to plan their wedding.

12 Q So there has been two weddings that have
13 been filmed so far?

14 A Yes.

15 Q How much were you paid per wedding?

16 A My -- I have only -- I have not received
17 my full payment, so I've only received like \$3,000.

18 Q What would you -- according to the
19 contract with Entertainment One, how much are you
20 supposed to be paid for those two weddings?

21 A Five thousand, I believe. We don't get
22 paid per wedding. We get paid per episode.

23 Q Per episode. Okay. And you've only
24 received \$3,000 of the 5,000?

25 A I believe -- I believe so, yes.

1 Q And when are you scheduled to be paid --
2 or how many weddings have you planned? It's only
3 been two for those?

4 A Yes.

5 Q How many more are scheduled for the
6 show?

7 A I do not know.

8 Q What is the total amount your contract
9 will pay you with Entertainment One?

10 A I do not know.

11 Q You don't know how many -- how much
12 money you're supposed to make?

13 A I don't.

14 Q How many episodes did you say are
15 supposed to air?

16 A I do not know.

17 Q Okay. Who is your main point of contact
18 with Entertainment One?

19 A I do not know.

20 Q You don't know who you talk to to air
21 the show? You've never had a conversation with
22 somebody at Entertainment One about the show?

23 A I've had conversations with multiple
24 people from Entertainment One.

25 Q And who are those people?

1 A Madison Merritt is one.

2 Q How do you spell her last name?

3 A Merritt.

4 Q M-E-R-I-T? [sic]

5 A Sure.

6 Q Are you -- do you know how to spell her
7 last name?

8 A That's how you spell it.

9 Q Okay. Thank you. Madison Merritt.
10 What is her title with Entertainment One?

11 A I don't know her title.

12 Q Okay. Who else have you spoken with?

13 A That's my main point of contact.

14 Q Okay. And what have the two of you
15 discussed?

16 A Matters of the show.

17 Q Okay. Have you talked about your
18 contract with her at all?

19 A No.

20 Q Okay. In this case you're also asking
21 for attorney's fees. How much -- how many
22 attorney's -- how much in attorney's fees have you
23 incurred to date?

24 A I don't know.

25 Q Have you paid your attorney any fees to

1 date?

2 A No.

3 Q Is your arrangement with your attorney
4 contingency or are you paying for him hourly?

5 A I don't.

6 Q You don't know how you're paying --

7 A I honestly do not.

8 Q Have you made a single payment to your
9 attorney?

10 A No.

11 Q Has he sent you a single bill?

12 A No.

13 Q Is he working for free for you?

14 A No.

15 Q When do you expect to pay him?

16 A At the conclusion of all of this, I
17 would believe.

18 Q Is he going to -- is your payment due to
19 him only if you win the case?

20 A I do not know. I've never been in a
21 lawsuit, so I don't -- I honestly do not know how
22 this works, so --

23 Q Do you have any idea how much you're
24 going to have to pay him at the end of the lawsuit?

25 A It's probably going to be quite -- I

1 mean, a lot.

2 Q Have you --

3 A He's a very respected attorney.

4 Q Have you ever discussed how much it will
5 cost to pay your attorney for this lawsuit?

6 A No.

7 Q So when you asked for attorney's fees,
8 you don't know what those are going to be; is that
9 right?

10 A They're actually mounting right now as
11 we sit here. So I'm not sure how much it's going to
12 be.

13 Q They're mounting right now, yet you have
14 no idea what that amount is; is that right?

15 A No. In the past -- in the past my
16 attorney fees have been like upwards of \$40,000,
17 so -- not with -- not with Attorney Barnes but
18 with previous attorneys that I've had for contract
19 negotiations and other things like that.

20 Q But just so I'm clear, you have no idea
21 what your attorney's fees are in this case?

22 A I do not know.

23 Q Okay. And you don't know if you're
24 paying your attorney hourly or contingency; correct?

25 A I don't know.

1 MS. SPERRY: At this point I want to
2 take a short break and then come back and just
3 have a couple of followup questions, and I
4 think we'll be almost done.

5 (Recess.)

6 Q (By Ms. Sperry) In terms of Entertainment
7 One, is the damage to CAE's business a result of
8 Entertainment One finding out about the lawsuit?

9 A Yes.

10 Q Is there any other basis for the damage
11 to CAE's reputation and business relationship with
12 Entertainment One other than the lawsuit?

13 A No.

14 Q In terms of the potential clients that
15 CAE lost, how did any find out about the lawsuit?

16 A It's public record.

17 Q Did any of the potential clients tell
18 you that they found out about the lawsuit?

19 A Yes.

20 Q And how did they find out about the
21 lawsuit?

22 A A simple Google search of my name.

23 Q So did they specifically tell you that
24 they did a Google search and found your name
25 associated with a lawsuit in those Google results?

1 A Yes.

2 Q And why did they call you, then, if they
3 weren't going to hire you after finding out about
4 the lawsuit?

5 A Because we had already been discussing
6 in advance of that.

7 Q So these prospective clients had spoken
8 to you before the lawsuit -- finding out about the
9 lawsuit; is that right?

10 A Yes.

11 Q And then did they call you back and say,
12 we're not going to hire you because we found out
13 about this lawsuit?

14 A They had questions about the lawsuit and
15 then I was not hired.

16 Q So there was never any specific
17 communication from these prospective clients saying
18 they were not going to hire you because they found
19 out about the lawsuit; is that right?

20 A No.

21 MS. SPERRY: At this time I don't have
22 any other questions. I'll turn it over to
23 your counsel.

24 MR. BARNES: I have no questions.

25 Well, actually one.

1 DIRECT EXAMINATION

2 Q (By Mr. Barnes) Just to be clear,
3 Courtney, when you're talking about the lawsuit and
4 the lawsuit being an issue, do you mean the
5 lawsuit -- the papers themselves, the filings, or do
6 you mean -- what do you mean exactly?

7 A So -- yeah, so like the lawsuit itself
8 is one thing. But the letters that were sent to all
9 the publications were extremely damaging. The, you
10 know, publicity of -- like the high profile-ness of
11 the lawsuit is, you know, an issue.

12 And specifically like the letters
13 because lies were told about me, like I was libeled
14 and slandered, you know, throughout the contact with
15 those publications.

16 So, you know, that has greatly affected
17 my image. I have a very clean image, you know, in
18 this industry and it has greatly affected my image
19 and my -- my relationships.

20 MR. BARNES: Okay. I have no further
21 questions.

22 RECROSS EXAMINATION

23 Q (By Ms. Sperry) I have one followup to
24 that. Thank you.

25 You just testified that the damage was

1 due to -- or you just testified that the lawsuit
2 also encompasses some of the letters to the
3 publications; is that right?

4 A Absolutely.

5 Q In terms of the potential clients that
6 you allege losses for, did they not hire you because
7 of the filing of the lawsuit or because of those
8 letters to publications?

9 A I think -- I think it's important to
10 note that the lawsuit is not just a single event.
11 Because there are so many events surrounding the
12 lawsuit that make up the defamation of my character
13 lawsuit this entire ordeal.

14 Q Right. But in terms of those potential
15 clients, did they say they weren't hiring you
16 because they found out in a Google search that you
17 were in a lawsuit; is that right?

18 A In terms of -- in terms of potential
19 clients, yes.

20 Q Yes. Okay.

21 A In terms of my relationships with other
22 people throughout this industry, it was a
23 culmination of all of the defaming tactics that were
24 done throughout this lawsuit.

25 Q And who are the other parties throughout

1 this industry that you were damaged by?

2 A Various publications, various other
3 media outlets, but specifically damaged by your firm
4 and your clients.

5 Q Okay. And Entertainment One where you
6 allege -- how much -- I'm going to have to look to
7 your testimony. But in terms of the losses relating
8 to Entertainment One, is that loss due to
9 Entertainment One finding out about the lawsuit
10 through a Google search?

11 A It was not find out through a Google
12 search. It was found out through a background
13 check.

14 Q Excuse me. And that loss is due to
15 Entertainment One finding out about the filing of a
16 lawsuit through a background check; is that right?

17 A And me having the inability to negotiate
18 my contract further, yes.

19 Q Right. But the cause of their concern
20 is they found out there was a lawsuit through a
21 background check; is that right?

22 A Yes.

23 MS. SPERRY: I don't have any further
24 questions.

25 MR. BARNES: None from me.

1 (Deposition concluded at 11:35.)

2 (Signature not discussed.)

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DISCLOSURE

STATE OF GEORGIA
COUNTY OF FULTON

DEPONENT: COURTNEY AJINCA

Pursuant to Article 10.B of the Rules and Regulations of the Board of Court Reporting of the Judicial Council of Georgia, I make the following disclosure.

I am a Georgia Certified Court Reporter. I am here as an independent contractor for Alderson Court Reporting. Alderson Court Reporting was contacted by the offices of Marcy L. Sperry, Esquire, to provide court reporting services for this deposition. Alderson Court Reporting will not be taking this deposition under any contract that is prohibited by O.C.G.A 9-11-28 (c).

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CARLA J. HOPSON, CCR# B-1816
July 13, 2020.

C E R T I F I C A T E

STATE OF GEORGIA:


COUNTY OF FULTON:

I hereby certify that the foregoing deposition was taken down, as stated in the caption, and the colloquies, questions and answers were reduced to typewriting under my direction; that the foregoing transcript is a true and correct record of the evidence given.

The above certification is expressly withdrawn and denied upon the disassembly or photocopying of the foregoing transcript, unless said disassembly or photocopying is done under the auspices of Alderson Court Reporting, Certified Court Reporters, and the signature and original seal is attached thereto.

I further certify that I am not a relative or employee or attorney of any party, nor am I financially interested in the outcome of the action.

This, the 13th day of July, 2020.


CARLA J. HOPSON, RPR
Certified Shorthand Reporter
B-1816

Notice Date: 07/14/2020

Deposition Date: 7/8/2020

Deponent: Courtney Ajinca

Case Name: Nicholas McElroy v. Courtney Ajinca Events
LLC

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CERTIFICATE OF DEPONENT

I hereby certify that I have read and examined the foregoing transcript, and the same is a true and accurate record of the testimony given by me.

Any additions or corrections that I feel are necessary, I will attach on a separate sheet of paper to the original transcript.

Signature of Deponent

I hereby certify that the individual representing himself/herself to be the above-named individual, appeared before me this _____ day of _____, 20__, and executed the above certificate in my presence.

NOTARY PUBLIC IN AND FOR

County Name

MY COMMISSION EXPIRES: